

## CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 4<sup>th</sup> day of November, 2016, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, **DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **DEPARTMENT OF HUMAN SERVICES**, Knud Hansen Complex-Building A, 1303 Hospital Ground, St. Thomas, Virgin Islands 00802, (hereinafter referred to as "Government") and **KRAAL ENVIRONMENT, LLC**, P.O. Box 24303, Christiansted, St. Croix, VI 00824 (hereinafter referred to as "Contractor")

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a consultant to provide technical assistance to complete the entire Virgin Islands Drinking Water Capital Improvement Grant program projects for nine (9) VIDHS public water systems, ensure that the VIDHS public water systems comply with the requirements of the Safe Drinking Water Act, 42 U.S.C. §300f et seq. (1974) and that the VIDHS facilities complies with certain local and federal hazardous waste rules and requirements;

**WHEREAS**, the Contractor is willing to perform the duties and responsibilities that are more particularly described in *Addendum I, (Scope of Services)*, attached hereto and incorporated into this Contract;

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

Contract No. P014DHSC17

Contractor's Initials: AM

## 1. SERVICES

The Contractor will provide the services described in *Addendum I (Scope of Services)* attached hereto and made a part of this contract.

## 2. TERM

Upon the execution of this contract by the Governor of the U.S. Virgin Islands, this contract shall be effective from December 13, 2015, and shall terminate on December 12, 2016. The Government reserve's the right to renew this Contract for two (2) additional one (1) year periods.

## 3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in *Addendum I (Scope of Services)*, agrees to pay Contractor the sum not to exceed **NINETY THOUSAND and 00/100 (\$90,000.00) DOLLARS** in accordance with the provisions set forth in *Addendum II (Terms of Compensation)* attached hereto and made a part of this contract. No additional expenses other than those authorized by *Addendum II (Terms of Compensation)* will be paid by the Government.

## 4. TRAVEL EXPENSES

The cost of any travel and/or transportation costs of the Contractor and/or its agents, inside the Virgin Islands, and/or the shipping or transportation of any equipment, material, or supplies, required for preparing for and/or providing the services of the Contract, shall be included within the compensation amount indicated in Paragraph 3 above.

## **5. RECORDS**

The Contractor, when applicable, will present documented, precise records of time and/or money expended under this Contract.

## **6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to his profession and to consultants doing business in the United States Virgin Islands and in the state/territory in which Contractor is duly licensed to provide the services described and agreed to herein.

## **7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived from and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

## **8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to gross receipts, unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

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## 9. INDEMNIFICATION

Contractor agrees to investigate, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

## 10. LICENSURE, PERMITS, AND INSURANCE

The Contractor covenants that it has familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations, and has obtained all of the applicable licenses or permits, temporary or otherwise, as may be required under said statute(s) for the conduct of the Contractor's business in the United States Virgin Islands. The Contractor shall also provide the Government with proof of civil liability malpractice insurance coverage of no less than **ONE HUNDRED THOUSAND 00/100 (\$100,000.00) DOLLARS** for the entire period of this contract. In the event that the Contractor's existing coverage will expire before the end of the term of this contract, the Contractor shall provide proof of the renewal of coverage within TEN (10) days after the beginning of the new period.

## 11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. The Contractor will act in an independent capacity and not as an officer or employee of the Government of the U. S. Virgin Islands.

## 12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands. Government does not

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agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. Government does not waive any right to a jury trial.

### **13. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this contract without the prior written consent of the Government.

### **14. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition, or provision of this contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification, or amendment in any instance or instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings. In the event of that the parties agree that changes must be made to ensure the performance of work under this Contract, said changes in the scope of work must be made in writing to the other for an equitable adjustment in compensation or schedule caused by such material change.

### **15. ENTIRE AGREEMENT**

This Agreement, including all Addenda, constitutes the entire agreement between the parties hereto. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

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## 16. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

## 17. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

## 18. TERMINATION

Either party will have the right to terminate this Contract with or without cause on **THIRTY (30)** days' written notice to the other party specifying the date of termination.

## 19. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes

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effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the **THIRTY (30)** day notice, provided that the Contractor has performed work specified under the Contract during that thirty-day period.

## **20. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

## **21. CONFLICT OF INTEREST**

(a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

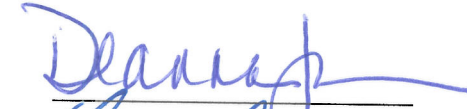

(b) Contractor further covenants that it is:

(i) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or


(ii) a territorial officer or employee and, as such, has:

- a. familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
- b. not made, negotiated or influenced this Contract, in its official capacity;

**WITNESSES:**

**CONTRACTOR**

  
**Austin L. Moorehead, Manager**  
Kraal Environment, LLC  
(Corporate seal, if Contractor is a corporation)

9-6-16  
Date

**GOVERNMENT OF THE VIRGIN ISLANDS**




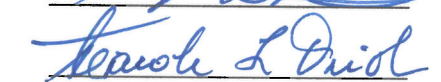


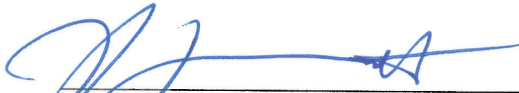


**Dr. Anita Roberts**  
Commissioner Designee  
Department of Human Services

9/26/16

Date


  




**Randolph N. Bennett**  
Commissioner  
Department of Property and Procurement

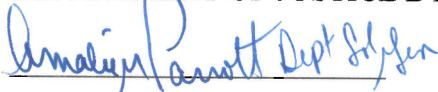
10/14/16  
Date

**APPROVED:**

  
**Kenneth E. Mapp**  
GOVERNOR OF THE VIRGIN ISLANDS

Date: 11-04-16

**APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY:**



Date: 10/26/2016

**PURCHASE ORDER NO.**

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